

VAULT ADMINISTRATIVE SERVICES

SHIELD PLUS



SHIELD PLUS Certificate of Coverage

Sickness coverage that pays
directly to CCPOA Members

CCPOA
Benefit Trust Fund



Powered by ARG Benefits

Administered by



Effective February 2024





CERTIFICATE OF COVERAGE

COVERAGE TYPE:
SHIELD PLUS

PLAN ADMINISTRATOR
Vault Administrative Services

Plan Updated:
October, 2020

SHIELD PLUS

NON-CANCELLABLE AND GUARANTEED RENEWABLE TO AGE 72

Read Your Certificate Carefully- This outline of coverage provides a very brief description of some important features of your plan. This is not the insurance contract and only the actual provisions will control. The certificate itself sets forth in detail the rights and obligation of both you and your insurance company. It is, therefore, important that you **READ YOUR COVERAGE CAREFULLY!**

Vault Administrative Services guarantees Disability Income Protection Coverage - This category of coverage is designed to provide, to persons insured, benefits for disabilities resulting from a covered Sickness or Injury, subject to any limitations set forth in the certificate. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.

The Shield Plus and optional Spouse Disability Income Rider provide monthly benefits to an insured person who is unable to work because he/she cannot perform with reasonable continuity the substantial and material acts necessary to pursue his/her usual occupation, in the usual or customary way; or if unemployed, must be unable to perform his/her normal activities as a result of a covered Sickness or Injury.

Recovery Benefits- Provides a monthly benefit while the Insured is in a Recovery Period (as defined in the general provisions) due to a covered Sickness or Injury. The monthly benefit is payable while the Insured remains in a Recovery Period, for up to a Maximum Benefit Period of six months

Renewability of This Certificate: This certificate and rider are non-cancellable and guaranteed renewable until the first payment due date after the insured's 72nd birthday, at which time coverage terminates. We cannot change the payment rate.

BENEFITS

Exceptions, Reduction and Limitations of This Certificate - Under the Disability Income Insurance Certificate and/or optional Spouse/Domestic Partner Disability Income Insurance Rider:

- Benefits will not be payable if loss results from the covered person's: attempted suicide or intentionally self-inflicted injury; normal pregnancy or childbirth; cosmetic surgery; or any other condition excluded by name or specific description.
- Loss caused by a Pre-existing Condition is not covered unless such loss begins after 24 months from the Effective Date of the certificate or rider. A "Pre-existing Condition" is a bodily illness or disease which was diagnosed or treated by a physician within the 24 months preceding the effective date of the certificate or rider providing for Recovery Period benefits.
- During a Recovery Period, the covered person must be under the regular care of a physician due to the Sickness or Injury which resulted in the covered person being in the Recovery Period.

DEFINITIONS

Domestic Partner/Partner in a Civil Union means a registered domestic partner with the California Secretary of State or registered in another state, or a partner in a civil union.

Effective Date means the date indicated by Vault Administrative Services on the Schedule as the Effective Date. I

Injury means bodily injury/physical damage to the body which occurs while the certificate is in force.

Insured means the named Insured listed on the Schedule.

Maximum Benefit Period means the maximum number of months for which monthly Recovery Period benefits may be paid.

Physician means any licensed practitioner of the healing arts acting within the scope of his or her license. Physician does not include a member of Your immediate family: Spouse, brothers, sisters, children, parents, grandchildren, in-laws and their spouses, domestic partners, or civil union partners.

Pro-rata Benefit means that if a Recovery Period or any portion thereof is less than a full month, the benefit payable for each day the Insured is in a Recovery Period is 1/30th of the monthly benefit.

Sickness means a bodily Sickness or disease the Insured incurs, including complications of pregnancy, diagnosed or treated after the Effective Date of this certificate and while the certificate is in force.

Spouse means the person named as the Spouse in the Schedule Benefits who is either legally married to the Insured, or who is the Insured's Domestic Partner or Partner in a Civil Union in a legal recognized Domestic Partnership or Civil Union entered into under the laws of California or any other jurisdiction which provides substantially similar rights to marriage.

Substantial and material acts mean acts that are normally required for the performance of Your Usual Occupation and cannot be reasonably omitted or modified.

Regular Care of a Physician means the Insured personally visits a Physician as frequently as is medically required to effectively manage and treat the Insured's condition, and the Insured is receiving appropriate medical treatment and care of the Insured's condition, which conform with generally accepted medical standards.

RECOVERY PERIOD

Recovery Period means a period during which the Insured is Totally Disabled due to the covered Sickness or Injury.

1. Totally Disabled means that as a result of Sickness or Injury the Insured is unable to perform with reasonable continuity the substantial and material acts necessary to pursue his/her usual occupation in the usual or customary way.
2. If not employed, Totally Disabled, means the Insured must be unable to perform his/her normal activities due to a covered Sickness or Injury. Examples of normal activities included but are not limited to: housekeeping; shopping; driving; and/or child care.

RECOVERY BENEFIT PERIOD

If, the Insured is in a Recovery Period and is under the Regular Care of a Physician, Vault Administrative Services will pay the monthly benefit for the Insured, while the Insured is in a Recovery Period, beginning the first day the Insured is in such Recovery

Period. The monthly benefit is payable while the Insured remains in a Recovery Period, for up to a Maximum Benefit Period of six months.

If a Recovery Period or any portion thereof, is less than a full month, Vault Administrative Services will pay a Pro-rata Benefit based on the number of days the Insured is in a Recovery Period.

CONCURRENT RECOVERY PERIODS

If the Insured is in a Recovery Period as the result of more than one sickness and/or Injury, only one Recovery Period Benefit will be payable at any one time.

RECURRENT RECOVERY PERIODS

Successive Recovery Periods will be considered one Recovery Period unless such Periods are separated by at least 180 consecutive days or the Recovery Periods resulted from different or unrelated Sickness or Injuries.

LIMITATIONS

Pre-Existing Conditions

A Pre-existing Condition is not covered unless the Recovery Period caused by the condition begins more than 2 years after the certificate Effective Date. You have a Pre-existing Condition if:

1. You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 24 months immediately prior to the Effective Date of this certificate, or
2. You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application (i) for which you received a Physician's advice or treatment within the two years before the certificate Effective date, or (ii) which caused Symptoms within one year before the certificate Effective Date for which a prudent person would usually seek medical advice or treatment, and
3. The Recovery Period caused or substantially contributed to by the condition begins in the first 24 months after the certificate Effective Date.

Exclusions

This certificate will not pay Recovery Period Benefits for Recovery Periods directly caused by or resulting from:

1. attempted suicide or intentionally self-inflicted injury;
2. normal pregnancy or childbirth;
3. cosmetic surgery; or
4. any other condition excluded by name or specific description.

Payable in Addition To Other Insurance

Benefits provided by this certificate are payable, in addition to those provided insurance certificate.

Termination

Coverage under this certificate shall terminate when the first of the following occurs:

1. the date a required payment is not received, subject to the Grace Period Provision.
2. upon Your death; or
3. the first payment due date after Your 72nd birthday.

Termination of coverage will not prejudice any claim for loss which I began while coverage was in force.

UNIFORM PROVISIONS

1. **ENTIRE CONTRACT; CHANGES:** This certificate with the application and attached papers, if any, is the entire contract between the Insured and Vault Administrative Services. No change in this certificate will be effective until approved by an executive officer of Vault Administrative Services. This approval must be noted on or attached to this certificate. No agent may change this certificate or waive any of its provisions.
2. **TIME LIMIT ON CERTAIN DEFENSES:** (a) Misstatements in the Application. After two years from the issue date of this certificate, no misstatements, except fraudulent misstatements, made by the applicant in the application

for the certificate may be used to void the certificate or deny a claim for loss incurred for a Recovery Period (as defined in the certificate) commencing after the two year period. (b) Pre-existing Conditions. No claims for loss incurred commencing after two years from the issue date of this certificate will be reduced or denied because a Sickness or physical condition had existed before the certificate Effective Date.

3. **GRACE PERIOD:** This coverage has a 31-day grace period. This means that if a renewal payment is not paid on or before the date it is due, it may be paid during the following 31 Days. During the grace period, the plan will stay in force.
4. **REINSTATEMENT:** If the renewal payment for this certificate and/or any attached riders is not paid before the Grace Period ends, the certificate and any attached riders (if any) will lapse. Later acceptance of the payment by Vault Administrative Services (or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate the certificate and applicable riders (if any). If Vault Administrative Services or its agent requires an application, the Insured will be given a conditional receipt for the payment. If the application is approved, the certificate and applicable riders (if any) will be reinstated as of the approval date. Lacking such approval, the certificate and applicable rider (if any) will be reinstated on the 45th day after the date of the conditional receipt unless Vault Administrative Services has previously written the Insured of its disapproval.

The reinstated coverage and attached riders (if any) will only cover: a Recovery Period that results from an injury sustained after the reinstatement date or that results from a sickness that starts more than 10 days after the reinstatement date. In all respects the rights of the Insured and Vault Administrative Services will remain the same, subject to any provisions noted on or attached to the reinstated certificate.

Any payments Vault Administrative Services accepts for a reinstatement will be applied to a period for which payments have not been paid. No payment will be applied to any period more than 60 days before the reinstatement date.

5. **NOTICE OF CLAIM:** Written notice of claim must be given to the insured within 20 days after the occurrence or commencement of any loss covered by the certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at its **CCPOA Benefit Trust Fund, 2515 Venture Oaks Way, Suite 200, Sacramento, CA 95833** or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.
6. **CLAIM FORMS:** When Vault Administrative Services receives the notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 Days, the claimant will meet the proof of loss requirements by giving Vault Administrative Services a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section. Claim forms are available online at **www.ccpoabtf.org**
7. **A PROOF OF LOSS:** Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this certificate provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduc4 any claim if it was not reasonably possible to give proof within such time, provided such proof js furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
8. **A TIME OF PAYMENT CLAIM:** Indemnities payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
9. **PAYMENT OF CLAIM:** The benefit will be paid to the Insured. Any benefit unpaid at death will be paid to the insured's named beneficiary. In the event, the named

beneficiary has predeceased the Insured, is otherwise disqualified, or if there is not a named beneficiary, any benefit unpaid at the Insured's death will be paid to the Insured's estate.

10. **PHYSICAL EXAMINATIONS:** Vault Administrative Services, at its expense, has the right to have the Insured, examined as often as reasonably necessary while a claim is pending.
11. **LEGAL ACTIONS:** No legal action may be brought to recover on this certificate within 60 Days after written proof of loss has been given as required by this certificate. No such action may be brought after the expiration of 3 years from the time written proof of loss is required to be given.
12. **CONFORMITY WITH STATE STATUTES:** Any provision of this plan which, on its Effective Date, is in conflict with the laws of the state in which the Insured resides on that date is amended to conform to the minimum requirements of such laws.
13. **MISSTATEMENT OF AGE:** If a Covered Person's age has been misstated, any amount payable will be that which the payment paid would have purchased at the correct age. But, if the misstatement of age caused this rider to be issued to You beyond the age set by Vault Administrative Services for issuance of this rider, then Vault Administrative Services's liability is limited to a return of all payments received. If the misstatement of age caused this rider to be continued or renewed beyond the date set for the rider to terminate, then Vault Administrative Services's liability for loss occurring after that date is limited to a return of the payment received after that date.
14. **CHANGE OF BENEFICIARY:** The Insured can change the beneficiary at any time by giving Vault Administrative Services a signed and dated written notice which is received at its home office during the Insured's lifetime. Unless irrevocably designated, the beneficiary's consent is not required. The change of beneficiary is effective as of the date the notice is received by Vault Administrative Services at its home office.

GENERAL PROVISIONS

- a. **TERM:** This coverage is issued for the term for which payment has been received. It begins and ends at 12:01 a.m., Standard Time, at the place where you reside. It is effective on the Effective Date shown on the Schedule of Benefits.
- b. **PAYMENT:** This certificate is issued in consideration of the payment and the statements in the application. If payment of the initial payment is made by check or draft did not honor the certificate shall be void.
- c. **YOUR RIGHT TO CANCEL:** You may cancel this coverage at any time by writing Vault Administrative Services. Coverage will end on the date the notice is received or on a later date you specify. Vault Administrative Services will return any unearned payment

APPEALS

Right to File an Appeal of a Denied Claim

If you apply for and are denied Plan benefits, or believe you did not receive the full amount of benefits to which you are entitled, you have the right to appeal the matter to Vault Administrative Services. You must file your written appeal no later than 60 days following receipt of the adverse decision from Vault Administrative Services. The appeal will be conducted by Vault Administrative Services. No other appeals are permitted. Vault Administrative Services, and not the Board of Trustees of the CCPOA Benefit Trust Fund, has the sole and complete discretion for determining benefits and paying all benefits.

Appeal Procedures.

(a) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits. Vault Administrative Services will review **such** comments, documents, records and other information regardless of whether such information was submitted or considered in the initial benefit determination.

Decision on Appeal.

Following its review, Vault Administrative Services will issue a written notice within a reasonable period of time, but not later than 60 days after receipt of its receipt of your request for review by the plan, unless it determines that special circumstances require an extension of time for processing the appeal. If Vault Administrative Services determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which Vault Administrative Services expects to render the determination on review. In the case of an adverse benefit determination, the written denial will indicate the specific reasons for the adverse benefit determination and a specific reference to pertinent Plan provisions on which the denial is based. The written decision will also include:

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim for benefits.
- A statement of your right to bring a civil action under ERISA § 502(a).

We've Got You Covered.

(916) 779-6300

1-800-468-6486



**CCPOA
Benefit Trust Fund**

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